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BY: _____

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6 Attorneys for Plaintiff, M. MERAZ

7 UNITED STATES DISTRICT COURT
8 FOR THE CENTRAL DISTRICT OF CALIFORNIA

9 M. MERAZ,

10 Plaintiff,

11 v.

12 PORTFOLIO RECOVERY ASSOCIATES,
13 LLC; LEGAL RECOVERY LAW OFFICES,
14 INC.; and DOES 1 through 10, inclusive,

15 Defendants

16 CASE NO: CV 14-768-ODW (PTW x1)

17 Assigned to:

18 COMPLAINT FOR DAMAGES,
19 UNDER FEDERAL LAW

20 1. Equal Credit Opportunity Act;
21 2. Disparate Impact Discrimination;
22 3. Fair Debt Collection Practices Act;
23 4. Unfair Competition;
24 5. Breach of the Covenant of Good Faith;
25 6. Injunctive Relief;
7. Declaratory Relief

[15 USC §§1691-1692; 42 USC §1981-82]

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff, M. MERAZ, aka Maria Meraz, aka Maria Bojorquez, who files this
Complaint for relief, as follows:

INTRODUCTION

1. This Complaint is filed as a result of the discriminatory, unfair, abusive, and unconscionable conduct
of Defendants, PORTFOLIO RECOVERY ASSOCIATES, LLC; LEGAL RECOVERY LAW
OFFICES, INC. [hereinafter, "COLLECTION ATTORNEYS,"] and DOES 1 through 10, inclusive.
Said Defendants have acted in concert, in contravention of various state and federal statutes, including

1 anti-discrimination laws, and the common law.

2 2. Plaintiff is informed and believes, and based thereon alleges, that Defendant PORTFOLIO
3 RECOVERY ASSOCIATES, LLC is the successor in interest to GE Capital, for the purposes of a
4 credit card loan, Acct. No. XXXXXXXX1552, made by the latter, a nationally-regulated lender, to
5 Plaintiff; that Portfolio has, for the purposes of federal regulations, such as the Equal Credit
6 Opportunity Act, fully stepped into the shoes of GE Capital. PORTFOLIO and its collection counsel
7 are, for the purposes of the aforementioned credit card loan, subject to all federal restrictions and
8 requirements that would apply to GE Capital and the latter's collection counsel. These federal
9 requirements include those pertaining to a "creditor," such as PORTFOLIO RECOVERY
10 ASSOCIATES, LLC, and "debt collector" counsel, such as Defendant COLLECTION ATTORNEYS.
11 (12 CFR 202.2 (l) (part of the Federal Reserve's Regulation "B"), and 15 USC 1691(a)(2)). Defendant
12 PORTFOLIO RECOVERY ASSOCIATES, LLC ("Portfolio") therefore, may not discriminate in the
13 collection process against 1) racial minorities; 2) women; and 3) those receiving public assistance, all
14 of which categories apply to PLAINTIFF MERAZ. (15 USC 1691 (a); 12 CFR 202.2 (m))
15

16 3. Plaintiff is informed and believes, and based thereon alleges, that Defendant COLLECTION
17 ATTORNEYS, is barred by 15 USC Sec. 1692 from engaging in, facilitating, endorsing, ratifying,
18 and/or encouraging, the illegal conduct of Portfolio, such as the knowing discrimination against the
19 protected classes of 15 USC §1691, in the collection process [e.g., those on public assistance; see 12
20 CFR 202.2 (m)]. Additionally, Portfolio is a "debt collector," and Collection Attorneys acts as a "debt
21 collection law firm," pursuant to 15 USC §1692, and thus the acts on Portfolio and Collection
22 Attorneys are actionable. Plaintiff is informed and believes, and based thereon alleges, that Collection
23 Attorneys 1) acts repeatedly seeks to collect debts for GE Capital and other national lenders, and their
24 successors in interest, such as Portfolio: 2) derives the majority of its income from such debt collection;
25 3) holds itself out to the general public as debt collection law firm. As such, Collection Attorneys is

1 subject to protections against abusive collection practices, and should have, but in this case did not,
 2 restrain Portfolio from such abusive conduct. COLLECTION ATTORNEYS may therefore be held
 3 liable. *Jerman v. Carlisle, McNellie, Rini, Kramer & Ulrich LPA*, 130 S.Ct. 1605 (2010) [collection
 4 law firm liable for violations of law in loan collection]

5
 6 4. Plaintiff M. MERAZ ("Plaintiff") is an individual. She entered into the subject loan agreement with
 7 GE Capital, Portfolio's predecessor in interest, in or about 2009. During 2010 to 2013, Plaintiff
 8 suffered decreased income, which hampered her ability to repay the loan. In or about 2010, Plaintiff
 9 is informed and believes, and based thereon alleges, that, Plaintiff informed GE Capital that she was
 10 not able to repay the loan subject to GE Capital's terms. Plaintiff became unemployed, and was on
 11 public assistance (unemployment insurance) for several months of 2010-2012, during the pendency of
 12 the payback period, while living in the County of Los Angeles. During the pendency of this payback
 13 period, while on public assistance, Portfolio knowingly refused to negotiate terms of repayment more
 14 accommodating to Plaintiff, and thus engaged in "disparate impact discrimination" against Plaintiff.
 15 *Ramirez v. Greenpoint Mortgage Funding*, 633 F.Supp. 622, 626 (N.D.Cal., 2008). To this day,
 16 Plaintiff is informed and believes, and thereby alleges, Portfolio, with the encouragement and
 17 endorsement of Collection Attorneys, refuses to engage in discussions that would end this "disparate
 18 impact" discrimination by Portfolio against Plaintiff. Thus there is a continuing violation of federal
 19 law by both named defendants.

20
 21 5. In making the credit card loan to Plaintiff, Portfolio's predecessor in interest *participated in the*
 22 *process of a credit transactions, as regulated by Federal Reserve Regulation "B,"* including, among
 23 other statutes, 15 USC Sec. 1691 and 12 CFR 202.2 (m). Plaintiff is also informed and believes, and
 24 based thereon alleges, that the credit transactions and collection processes involved herein were, at all
 25 relevant times, subject to the California and federal common law covenants of good faith and fair

1 dealing, and the anti-discrimination clauses of 15 USC §1691 and 12 CFR 202.2, among other laws.

2
3
4 6. Portfolio, via Defendant, COLLECTION ATTORNEYS, has sued Plaintiff in the Superior Court
5 of the State of California, in and for the County of Los Angeles, Case No. 13C00518, as part of
6 Portfolio's loan collection process, subject to 15 USC Sec. 1691 and 12 CFR 202.2(m). Collection
7 Attorneys is acting as counsel for Portfolio in that matter, and refuses to respond to Plaintiff's
8 recitation of his rights pursuant to federal law, and has refused to settle the case or prevent the filing
9 of the instant matter, despite repeated written requests and demands, made over the last several months.
10 Counsel for Plaintiff MERAZ, since in or about the spring of 2013, has advised Counsel for Portfolio
11 that the matter is subject to Federal jurisdiction, pursuant to the Equal Credit Opportunity Act and
12 other laws, and has sought to resolve the matter. Counsel for Portfolio is utterly non-responsive. It is
13 the intention of Counsel for Plaintiffs herein to seek the dismissal, suspension, or abatement of the
14 State Court action, forthwith.

15
16 7. This Complaint is based on the 15 USC 1691 [Fair Debt Collection Practices Act] and 1692 [Equal
17 Credit Opportunity Act (hereafter, "ECOA")]; 12 CFR 202.2(m) [Equal Credit Opportunity Act
18 applies to collections]; 15 USC 1692 [Fair Debt Collection Practices Act]; *Jerman v. Carlisle,*
19 *McNellie, Rini, Kramer & Ulrich LPA*, 130 S.Ct. 1605 (2010) [collection law firm liable for violations
20 of law in loan collection]; 42 USC Sec. 1982 [racial discrimination in contracts; *Ramirez v. Greenpoint*
21 *Mortgage Funding*, 633 F.Supp. 622, 626 (N.D.Cal., 2008 [lender liable for "disparate impact"
22 discrimination against borrowers, based on alleged policies; see also cases cited therein]); and the
23 California law of contract and unfair business practices, and other laws.

24
25 8. Defendant, Portfolio, as facilitated and endorsed by Defendant Collection Attorneys, through its

1 loan and collection policies, is pursuing a policy or policies that have a “disparate impact” upon
 2 Plaintiff herein. For example, the United States Department of Labor, in various publications of the
 3 Bureau of Labor Statistics, and private news sources, have stated, for example, that 1) the recession of
 4 2007 and its after effects (also known as “the Great Recession”) caused long periods of unemployment
 5 for many; and 2) the unemployed had and have far greater difficulty in paying back financial
 6 obligations than those who remained gainfully employed from 2007 until the present. Racial minorities
 7 and those on public assistance suffered statistically greater negative impacts upon their wealth and
 8 greater losses of income than non-minorities and those who remained gainfully employed during the
 9 Great Recession and afterwards. The effects of that downturn are still felt nationwide today. (See, for
 10 example, *Bloomberg Financial News*, “Sorry, U.S. Recoveries Aren’t Different,” October 15, 2012,
 11 located online at [http://www.bloomberg.com/news/2012-10-15/sorry-u-s-recoveries-really-aren-t-](http://www.bloomberg.com/news/2012-10-15/sorry-u-s-recoveries-really-aren-t-different.html)
 12 [different.html](http://www.bloomberg.com/news/2012-10-15/sorry-u-s-recoveries-really-aren-t-different.html))

13
 14 9. Plaintiffs’ ability to pay bills has been seriously, negatively impacted by the Great Recession, and
 15 its after effects. As a result of months of unemployment, receiving the modest sum that is
 16 unemployment insurance, Plaintiff was not able to keep up with various financial obligations. It is for
 17 precisely someone such as Plaintiff that national lenders, and their collection firms and law firms, are
 18 required to refrain from pursuing pursue collection policies that have a “disparate impact” upon the
 19 suddenly unemployed credit card borrower, which Plaintiff became in or about early 2011. *See, for*
 20 *example*, Office of the Comptroller of the Currency (“OCC”), Credit Card Lending: Comptroller’s
 21 Handbook (1998 ed.), pp. 6, 13, & 97.

22
 23 10. Plaintiff is informed and believes, and based thereon alleges, that Portfolio and its predecessor
 24 in interest, at all relevant times, had a policy of demanding immediate, full repayment of a credit card
 25 loan, despite the borrower’s loss of a job and reliance upon public assistance for all or part of her

1 income, or in the alternative, pushing a policy of no renegotiation of repayment terms for a suddenly
 2 unemployed individual. These policies had a disparate impact upon borrowers such as Plaintiff,
 3 forcing her, for example, to choose between providing necessities for her family (food, shelter, medical
 4 care) and repayment of the loan balance to Portfolio and/or its predecessor in interest. The policies
 5 ignored the fact that Plaintiff had far less money, and constituted a continuing pattern of discrimination
 6 and abuse against her (*see*, cases collected in Ramirez v. Greenpoint Mortgage Funding, 633 F.Supp.
 7 622, 626 (N.D.Cal., 2008) [emphasis added]

8 II. PARTIES

9 11. Plaintiff MERAZ is an individual, residing in the County of Los Angeles, State of California. The
 10 conduct referred to herein affected her and continues to affect her, from at least 2010 until the present.

11
 12 12. Plaintiff re-alleges her allegations concerning the status of GE CAPITAL, PORTFOLIO, and
 13 Collection Attorneys, stated above at Pgh. 2-4, which are reincorporated herein by reference. Plaintiff,
 14 however, re-emphasizes, that Defendant Portfolio, as the admitted transferee of all rights, title, and
 15 interest in the account of GE CAPITAL, Acct. xxxxxxxx1552, thus acquired all the obligations and
 16 duties of GE Capital with regard to the collection of said debt. As a result, Plaintiff is informed and
 17 believes, and based thereon alleges, that Portfolio, in its collection policies and practices, including
 18 the conduct of the collection action, is subject to the regulations of the Office of the Comptroller of
 19 the Currency, the Federal Reserve, and the Department of the Treasury. Therefore, said Defendant is
 20 subject to various anti-discrimination laws regulating PORTFOLIO and commerce. (OCC, Credit
 21 Card Lending: Comptroller's Handbook (1998 ed.), pp. 6, 13, & 97.

22
 23 13. Plaintiff is informed and believes, and based on said information and belief alleges, that Defendant
 24 Collection Attorneys is a law firm which regularly and frequently represents creditors; that at least
 25 50% of its income comes from debt collection; that debt collection is its principal business; and that

1 COLLECTION ATTORNEYS regularly and frequently attempts to collect debts for Portfolio and/or
 2 GE Capital. Furthermore, Collection Attorneys apparently often initiates many collection actions
 3 without investigating the facts of the matters from the consumer's point of view, e.g., for the existence
 4 of disparate impact discrimination and federal jurisdiction. COLLECTION ATTORNEYS simply
 5 ignores the Plaintiff-borrower's requests for accommodation, and MERAZ's counsel's repeated
 6 requests to resolve the matter. COLLECTION ATTORNEYS is a "debt collector" pursuant to 15 USC
 7 §1692a (6) (Fair Debt Collection Practices Act ["FDCPA"]), and COLLECTION ATTORNEYS is
 8 otherwise subject to the requirements and restrictions of the FDCPA. COLLECTION
 9 ATTORNEYS'S actions herein violate 15 USC §1692e, among other statutes.

10
 11 14. Plaintiff is informed and believes, and based thereon allege, that Portfolio has a policy of
 12 demanding full and immediate payment of a loan balance, without accommodating for Plaintiff's
 13 unemployment and her interval on unemployment insurance. This policy causes DISPARATE
 14 IMPACT upon Plaintiff. Then, going even further, Defendants file a LAWSUIT Mr. MERAZ, making
 15 a mockery of all obligations pursuant to the Equal Credit Opportunity Act, and Fair Debt Collection
 16 Practices Act. This the very essence of DISPARATE IMPACT discrimination. Moreover, Plaintiff is
 17 informed and believes, and based on said information and belief alleges, that COLLECTION
 18 ATTORNEYS as agent of Portfolio has encouraged, ratified, adopted, aided, abetted, and actively
 19 joined in the discriminatory conduct. Penalizing this conduct, granting rescission of the alleged
 20 contract, and awarding damages against COLLECTION ATTORNEYS and the remaining
 21 Defendants, would be consistent with the broad purpose of the ECOA [i.e., prevention of abusive,
 22 unfair, and unconscionable conduct by creditors against and debt collectors]. *Heintz v. Jenkins*, 514
 23 U.S. 291, 297-298, 115 S.Ct. 1489, [FDCPA is a broad statute]; *Ramirez v. Greenpoint Mortgage*
 24 *Funding, Inc.*, 633 Fed.Supp.2d 922, 926-928 (N.Dist. Cal., 2008); *Frey v. Gangwish*, 970 F.2d 1516,
 25 1521, (6th Cir., 1995) [FDCPA a broad statute] (case cited on other grounds in Rutter, Cal. Practice

1 Guide: Enforcing Judgments/Debts CH. 2-B, B., "Statutory Liability And Procedures," (2009)); *Baker*
 2 *v. GC Services Corp.*, 677 F.2d 775, 777 (9th Cir., 1982) [FDCPA designed to protect from
 3 unscrupulous collectors]. COLLECTION ATTORNEYS' unscrupulous conduct, in actively and
 4 knowingly supporting the discriminatory conduct referred to herein (racial discrimination in contracts
 5 – 42 USC Sec. 1981) and disparate impact [credit transaction discrimination - Equal Credit
 6 Opportunity Act]) by WELLS FARGO, FDM, and FDC, puts COLLECTION ATTORNEYS squarely
 7 within the group of entities that the FDCPA was designed to bring to heel. *Jerman v. Carlisle,*
 8 *McNellie, Rini, Kramer & Ulrich LPA*, 130 S.Ct. 1605 (2010) [7-2 decision]).

9
 10 15. The ECOA applies to the collection process, e.g., demanding payment from an individual such as
 11 Meraz, in violation of prohibitions against disparate impact discrimination. 12 CFR 202.2 (m);
 12 *Ramirez v. Greenpoint Mortgage Funding, Inc.*, 633 Fed.Supp.2d 922, 926-928, and cases collected
 13 therein.

14
 15 16. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants herein,
 16 including all factitiously-named Defendants, is the agent, employee, and co-venturer of each of the
 17 remaining Defendants, and acted herein within the scope of said agency, employment, and co-venture.
 18 Moreover, each and every Defendant endorsed, approved, ratified, and encouraged the conduct of each
 19 of the remaining Defendants, as alleged herein.

20 21 JURISDICTION AND VENUE

22 17. Venue is proper in this Court, as MERAZ is filing a federal question Complaint. Moreover, it will
 23 be MERAZ's intent to seek transfer of the underlying state court action to federal court as well,
 24 pursuant to pendant jurisdiction. 15 USC §1691 (Equal Credit Opportunity Act); 15 USC §1692 *et*
 25 *seq.* (Fair Debt Collection Practices Act); 42 USC §1981 (Civil Rights Act; Racial Discrimination);

1 42 USC §12101 (Americans with Disabilities Act); 15 USC 1601 (Fair Lending Laws); *Gibson v.*
 2 *Schmidt*, XXX US XXXX (1965). Additionally, or alternatively, Defendant PORTFOLIO is a
 3 “PORTFOLIO,” pursuant to at 42 USC §12181(7) (f) and Title 12 of the United States Code, and is
 4 chartered by the federal government. Defendant PORTFOLIO AND COLLECTION ATTORNEYS
 5 are debt collectors and/or debt collection attorneys, pursuant to 15 USC 1692 et seq. (“FDCPA”), as
 6 discussed more fully above.

7 18. Pursuant to 28 USC §1391 (b) and (c) venue is proper because Defendant PORTFOLIO is a
 8 corporation subject to *in personam* jurisdiction in this district.

9
 10 19. Plaintiff is informed and believes, and based thereon alleges, that each Defendant is the agent,
 11 employee, and co-venturer of the remaining defendants, and endorsed, ratified, and approved all of
 12 the conduct alleged herein, committed by them and by said agents, employees, and co-venturers, and
 13 so acted in the course and scope of said agency, employment, and/or co-venture.

14 **FIRST CAUSE OF ACTION: VIOLATION OF EQUAL CREDIT OPPORTUNITY ACT (15**
 15 **USC §1691 et seq.) [Against PORTFOLIO and Does 1-5, inclusive]**

16
 17 20. Plaintiff reincorporates and realleges the allegations stated above at Paragraphs 1-19 above herein,
 18 as though fully re-stated at this place.

19 21. The Equal Credit Opportunity Act (hereafter, “ECOA”) was first enacted in 1974 as a consumer
 20 protection statute, prohibiting discrimination in the issuance of credit, and in the administration of
 21 credit transactions. The Act has been broadly construed by the Courts to make effective its provisions
 22 to protect consumers.

23 22. The ECOA places a **non-delegable duty** upon PORTFOLIO and Roes 1-20, inclusive, to refrain
 24 from discrimination. “Consumer laws and regulations, including fair lending and other anti-
 25 discrimination laws, affect all aspects of credit card lending.” OCC, Credit Card Lending:

1 Comptroller's Handbook (1998 ed.), p. 8. The ECOA must be liberally construed to best effectuate
 2 the purpose of eradicating discrimination in credit transactions and to prevent creditors from profiting
 3 from invidious discrimination. *See, United States v. Landmark Financial Services Inc.*, 612 F. Supp.
 4 623, 628 (D. Md. 1985) ("Congress believed 'that strong enforcement of [the ECOA] is essential to
 5 accomplish its purposes.'") (quoting S.Rep. 589, 94th Cong., 2d Sess.); *Silverman v. Eastrich Multiple*
 6 *Investor Fund, L.P.*, 51 F.3d 28, 32-33 (3d Cir. 1995) (ECOA should be interpreted so that creditors
 7 do not benefit from discrimination). Accordingly, courts regularly look to case law developed under
 8 the Fair Housing Act to interpret ECOA. *See, Shuman v. Standard Oil Co. of Cal.*, 453 F. Supp. 1150,
 9 1153-54 (N.D. Cal. 1978) (in absence of decisional law under ECOA, court looked to Fair Housing
 10 Act); *United States v. Beneficial Corp.*, 492 F. Supp. 682, 686 (D. N.J. 1980), *aff'd*, 673 F.2d 1302
 11 (3rd Cir. 1981) ("Although there is at this time a paucity of precedent with respect to ECOA, analysis
 12 of the enforcement network of the analogous Fair Housing Act has resulted in similar conclusions.");
 13 *Emigrant Savings PORTFOLIO v. Elan Management Corp.*, 668 F.2d 671 n.3 (2d Cir. 1982) (stating
 14 that ECOA claim does not require separate analysis from Fair Housing Act claim). Thus, Fair Housing
 15 Act cases applying the non-delegable duty doctrine should apply with equal force to Plaintiffs' ECOA
 16 claims, and assist this Court in assessing DISPARATE IMPACT analysis.

17 23. PORTFOLIO and Does 1-5, inclusive, are "creditors," within the meaning of 15 USC §1691(e).
 18 Furthermore, moving to collect from a consumer, where 1) minorities are more negatively affected by
 19 the recession; 2) Plaintiff is a minority; 3) Plaintiff was on public assistance after her layoff; and where
 20 4) Plaintiff's ability to pay bills has also been negatively impacted by a documented her loss of income
 21 and the attempted foreclosure on her home, and the urgent need to address that situation, in the context
 22 of continuing to care for her elderly mother. 15 USC §1691(a)(1) and (a) (2), which state, respectively,
 23 that "[i]t shall be unlawful for any creditor to discriminate against any applicant, **with respect to any**
 24 **aspect of a credit transaction...on the basis of ...national origin,**" and that "[i]t shall be unlawful
 25 for any creditor to discriminate against any applicant, with respect to **any aspect of a credit**
transaction ...where all or part of the applicant's income is derived from any program of public
assistance." [emphasis added] Plaintiff MERAZ falls within the protections of 15 USC §1691(a) (1)
 and (2).

1
2 24. PORTFOLIO discriminated against Plaintiff in violation of the ECOA by, *with knowledge of her*
3 *layoff, loss of income, impending foreclosure, mounting bills, threat to her income going forward, and*
4 *need to care for her elderly parent*, insisting on full and immediate payment of a balance due on her
5 credit card, while knowing or suspecting that other creditors were also demanding full payments of
6 credit cards, going forward and demanding payment of amounts that it knew or should have known
7 that MERAZ could not pay. **PORTFOLIO refused to even acknowledge the difficulties that**
8 **Plaintiff has faced/is facing, but rather, allegedly attempted to “assign” its account to-Defendant**
9 **Portfolio, a debt collector, which hired an attorney, COLLECTION ATTORNEYS, and filed a**
10 **State Court complaint against Plaintiff.**

11 25. Alternatively, PORTFOLIO engaged in a facially neutral *policy of seeking immediate full payment*
12 *from credit card holders, such as MERAZ, and hiring attorneys to sue cardholders such as Plaintiff,*
13 *who apparently cannot pay the full balance right away, without negotiation, and without inquiring as*
14 *to the cause, reason, or circumstances relating to the particular situation of the specific credit card*
15 *holder, or making a reasonable accommodation for same.* This policy had a **disproportionate effect**
16 **upon MERAZ, compared to similarly situated Caucasian males, because MERAZ is 1) is**
17 **minority; 2) is female, with dependent(s); 3) had been on public assistance during the relevant**
18 **time period (2009-2012); 4) had, as many minorities, suffered greater negative impact to income**
19 **and savings during the relevant time period (2009-2012) as a result of the “Great Recession”;**
20 **and 5) all of this occurred in the middle of the worst economic downturn in the United States**
21 **since the period 1929 to 1939. PORTFOLIO, Portfolio, Portfolio’s predecessor in interest, and**
22 **COLLECTION ATTORNEYS, were aware of these facts, or, Plaintiff is informed and believes,**
23 **could easily discovered them had they attempted to meet their statutory duties pursuant to**
24 **ECOA and FDCPA, but Defendants could not have cared less.**

25 26. These acts, separately and collectively, had a DISPROPORTIONATE NEGATIVE IMPACT
Plaintiff, in violation of 12 CFR 202.2 (m).

27. There is no legitimate business reason justifying the aforementioned policies and practices employed by PORTFOLIO against MERAZ. Any business purpose that said policies and/or practices seek to achieve could be achieved by a policy that does not have 1) such a discriminatory effect; 2) such a Draconian impact; and 3) such an outrageous appearance of insensitivity, unfairness, and ruthlessness. **THIS IS PARTICULARLY TRUE WHERE PORTFOLIO'S PREDECESSOR IN INTEREST RECEIVED BILLIONS OF DOLLARS IN "TARP" BAILOUT MONEY FROM THE SAME TAXPAYERS THAT IT IS SUING NOW.**

28. As a proximate result of the acts of PORTFOLIO and Does 1-5, inclusive, and their violation of this statute, Plaintiff has been actually damaged, including suffering physical and emotional distress, injuries to her strength and activity, and physical injuries, in an amount subject to proof, but in excess of \$10,000.

29. Moreover, this claim for relief arises from continuing violations of the ECOA; for example, the State Court lawsuit filed by PORTFOLIO that is still pending.

30. Wherefore, Plaintiff is entitled to actual damages against Defendants, as well as declaratory relief, and equitable relief, including rescission of the alleged contract, repair of her damaged credit, and injunctive and declaratory relief, for Defendants' conduct, as described herein.

31. Defendants' actions were malicious, oppressive, vexatious, intended to harm Plaintiff, and/or taken with wanton and reckless disregard for their tendency and likelihood to cause harm to Plaintiff, and to undermine her statutory rights, in a manner justifying punitive damages, pursuant to the Equal Credit Opportunity Act, and federal common law.

**SECOND CAUSE OF ACTION: DISPARATE IMPACT/DISPARATE TREATMENT
RACIAL DISCRIMINATION (Civil Rights Act; 42 USC §§1981, 1982, *et seq.*) [Against
PORTFOLIO AND COLLECTION ATTORNEYS, and Does 1-5, inclusive]**

32. Plaintiff reincorporates and realleges the allegations stated above at Paragraphs 1-31 above herein, as though fully re-stated at this place.

33. The Civil Rights Act of 1866 and 1870, later expanded in 1991, prohibits racial discrimination in the formation, performance, and allowance of enjoyment of the benefits of the privileges, terms, and conditions of contracts.

34. 42 USC §1981 states the following:

(a) Statement of equal rights

All persons within the jurisdiction of the United States shall have the same right in every State and Territory to make and enforce contracts, to sue, be parties, give evidence, and **to the full and equal benefit of all laws and proceedings for the security of persons and property as is enjoyed by white citizens**, and shall be subject to like punishment, pains, penalties, taxes, licenses, and exactions of every kind, and to no other.

(b) "Make and enforce contracts" defined

For purposes of this section, the term "make and enforce contracts" includes **the making, performance, modification, and termination of contracts, and the enjoyment of all benefits, privileges, terms, and conditions of the contractual relationship.**

(c) Protection against impairment

The rights protected by this section **are protected against impairment by nongovernmental discrimination and impairment under color of State law.** [emphasis added]

35. Here, PORTFOLIO 's actions violated this statute, by denying Plaintiff, a minority female, and recipient of public assistance under 15 USC §1691, the benefit of laws against discrimination and

1 discriminatory conduct. In the performance of the contract manifested by the alleged credit account,
2 Defendant has repeatedly denied Plaintiff the benefit of her bargain, by taking actions that are
3 ethnically and/or racially discriminatory, and/or that discriminate against her on the basis of national
4 origin, and/or on her receipt of public assistance (unemployment insurance). This discrimination
5 violates Fair Lending Laws (federal law), and thus impairs the contractual relationship, if any there is.

6 36. By insisting that Plaintiff immediately pay Defendant over \$6,000 in the fall of 2009, and
7 subsequently, and later filing a lawsuit to grind Plaintiff into the dirt, despite knowledge of Plaintiff's
8 financial difficulties, PORTFOLIO adopted a policy that tended to have a disparate negative impact
9 upon a minority cardholder, as opposed to a similarly situated Caucasian cardholder.

10 37. Plaintiff was denied the equal right to enforce her credit agreement with PORTFOLIO, through
11 Defendant's insistence on racially discriminatory conduct, and racially disparate actions taken towards
12 Plaintiff in the performance of the contract, as detailed herein. Moreover, the ECOA statute, cited
13 above, also makes such "disparate impact" discrimination specifically illegal in credit transactions.
14 *Ramirez v. Greenpoint Mortgage Funding, Inc.*, 633 Fed.Supp.2d 922, 926-928 (N.Dist. Cal., 2008);

15
16 38. Because Defendant has had knowledge of Plaintiff's situation for several years, Defendant's
17 actions were intentional.

18 39. As a proximate result of PORTFOLIO's violation of this statute, Plaintiff has been actually
19 damaged including in her strength and activity, in an amount subject to proof. He has suffered physical
20 injuries and emotional distress.

21
22 40. Moreover, this claim for relief arises from continuing violations of the 42 USC §1981; for
23 example, the State Court lawsuit filed by PORTFOLIO that is still pending.
24
25

1 41. Wherefore, Plaintiff is entitled to rescission of the alleged credit card contract, repair of damage
2 to her credit, injunctive and declaratory relief, and compensatory damages.

3
4 42. Defendants' actions were malicious, oppressive, vexatious, intended to harm Plaintiff, and/or taken
5 with wanton and reckless disregard for their tendency and likelihood to cause harm to Plaintiff, and to
6 undermine her statutory rights, in a manner justifying punitive damages, pursuant to Title 42 of the
7 United States Code, and federal common law.

8 **THIRD CAUSE OF ACTION - UNFAIR, ABUSIVE, AND HARASSING CONDUCT, AND/OR**
9 **FACILITATION OF SAME, IN VIOLATION OF THE FAIR DEBT COLLECTION**
10 **PRACTICES ACT ("FDCPA") 15 USC §§ 1692, *et seq.*) [Against PORTFOLIO, and**
11 **COLLECTION ATTORNEYS, and Does 1-8, inclusive]**

12 43. Plaintiff reincorporates and realleges the allegations stated above at Paragraphs 1-42 above herein,
13 as though fully re-stated at this place.

14
15 44. Through the above alleged actions taken by PORTFOLIO, and through the encouragement,
16 ratification, and endorsement of said actions by COLLECTION ATTORNEYS, both PORTFOLIO
17 and COLLECTION ATTORNEYS, and Does 1-8, are liable for the unfair and abusive actions taken
18 against Plaintiff, such as the current State Court Action which remains pending. 42 USC §§1981, 1982,
19 *et seq.*, (Civil Rights Act; Racial Discrimination); and 15 USC 1691 (Fair Lending Laws),
20 PORTFOLIO, COLLECTION ATTORNEYS and Does 6-8, inclusive, have violated and continue to
21 violate, the FDCPA.

22 45. Plaintiff is informed and believes, and based on this information and belief allege, that said
23 Defendants' actions are knowing, willing, and intentional.

24 46. As a proximate result of Defendants' actions, Plaintiff has been actually damaged, in an amount
25 subject to proof, including suffering emotional distress, as well as physical injuries.

1
2 47. Wherefore, Plaintiff is entitled to 1) rescission of the alleged credit contract, 2) repair of her credit,
3 3) injunctive relief to end all further activity to by Defendants that injure MERAZ'S credit; and 4)
4 declaratory relief, as well as 5) compensatory damages.

5
6 48. Defendants' actions were malicious, oppressive, vexatious, intended to harm Plaintiff, and/or taken
7 with wanton and reckless disregard for their tendency and likelihood to cause harm to Plaintiff, and to
8 undermine her statutory rights, in a manner justifying punitive damages.

9 49. Plaintiff is entitled to reasonable attorney's fees.

10 50. Plaintiff is entitled to statutory damages.

11
12 **FOURTH CAUSE OF ACTION: BREACH OF THE COVENANT OF GOOD FAITH**
13 **AND FAIR DEALING (By MERAZ Against PORTFOLIO and Does 1-5, inclusive)**

14 51. Plaintiff reincorporates and realleges the allegations stated above at Paragraphs 1-50 above, as
15 though fully re-stated at this place.

16
17 52. Plaintiff MERAZ had a written contract with GE CAPITAL with regard to the credit card loan in
18 question herein. Said contract was apparently assigned to PORTFOLIO by GE CAPITAL. This
19 contract was subject to the federal law, such as 15 USC, Sec. 1691, among other statutes.

20
21 53. Furthermore, said contract, both before and after the assignment to PORTFOLIO, was and is
22 subject to a covenant of good faith and fair dealing, which is part of all contracts in California, as well
23 as the federal common law covenant of good faith and fair dealing. These covenants require that
24 neither party thereto act to defeat or undermine the rights of the other party to the contract.
25

1 54. Defendant PORTFOLIO and Does 1-5 breached the covenants of good faith and fair dealing, by
2 failing to abide by their duties as "creditors," pursuant to 15 USC Sec. 1691 and other laws, such as
3 the prohibition against disparate impact discrimination against those receiving public assistance. By
4 acting in the unfair, abusive, and discriminatory manner described herein, which sought to undermine
5 Plaintiff's federal rights, said Defendants breached the covenant of good faith and fair dealing.
6

7 55. As a proximate result of Defendants' violation of the covenant of good faith and fair dealing, such
8 as Defendants' refusal to even respond to Plaintiff written demand letter based on ECOA, of August
9 2013, Plaintiff has been obliged to hire counsel, incur expenses, and suffer damages subject to proof,
10 and within the jurisdiction of this court.
11
12
13
14

15 **FIFTH CAUSE OF ACTION: VIOLATION OF CALIFORNIA LAW AGAINST**
16 **UNFAIR COMPETITION AND UNFAIR TRADE PRACTICES [By MERAZ Against**
17 **PORTFOLIO, COLLECTION ATTORNEYS, and Does 1-10, inclusive]**

18 56. Plaintiff reincorporates and realleges the allegations stated above at Paragraphs 1-55 above herein,
19 as though fully re-stated at this place.
20

21 57. Defendants' conduct has been immoral, uncivil, unfair, and intended to harm and defeat Plaintiff's
22 rights. Plaintiff is informed and believes, and based thereon alleges, that the alleged acts were and are
23 apparently undertaken as part of Defendants' regular and customary business practices.
24
25

58. California's law against unfair competition is broad, and may be stated against any business practice that is unfair, including violations of FEDERAL LAW. Bus. & Prof. Code Sec. 17200; *Cel-Tech Communications v. Los Angeles Cellular Telephone Co.* (1999) 20 Cal. 4th 163, 180; *People v. Persolve, LLC* (2013) 218 Cal.App.4th 1267 [subheading "3" under "Discussion"; liability for federal law violation]. The unfair competition law violation may be stated against the creditor and creditor's counsel. *Jerman v. Carlisle, McNellie, Rini, Kramer & Ulrich LPA*, 130 S.Ct. 1605 (2010) [collection law firm liable for violations of law in loan collection]; *People v. Persolve, LLC* (2013) 218 Cal.App.4th 1267 [subheading "3" under "Discussion"; liability for federal law violation]. Here, PORTFOLIO's pursuit of a debt in violation of the ECOA, and COLLECTION ATTORNEYS's violation of the Fair Debt Collection Practices Act, as well as PORTFOLIO's breach of the covenant of good faith and fair dealing, constitute unfair conduct and unfair business practices. Such conduct may be the subject of fines and attorney's fees against said Defendants. Bus. & Prof. Code Sec. 17200.

59. Each of the policies and practices of PORTFOLIO enunciated herein constitutes a separate unfair practice, and should be sanctioned separately, as provided by law. Furthermore, each act of PORTFOLIO facilitated by COLLECTION ATTORNEYS, and each independent wrongful act of COLLECTION ATTORNEYS, as alleged herein, constitutes a separate violation of the Unfair Competition Law, and should be sanctioned separately, as provided by law. Bus. & Prof. Code Sec. 17200; *Jerman v. Carlisle, McNellie, Rini, Kramer & Ulrich LPA*, 130 S.Ct. 1605 (2010) [collection law firm liable for violations of law in loan collection]; *People v. Persolve, LLC* (2013) 218 Cal.App.4th 1267 [subheading "3" under "Discussion"; liability for collection agency's federal law violation]; *Cel-Tech Communications v. Los Angeles Cellular Telephone Co.* (1999) 20 Cal. 4th 163, 180 B&P Code 17200 is extremely broad statute].

60. Based on Defendants' conduct, Plaintiff is entitled to her attorney's fees and costs herein. Furthermore, the State of California is entitled to a statutory fine of \$1000 for each violation of law found herein against Defendants. Plaintiff will turn any statutory fines awarded to the Attorney General of the State of California, or to the District Attorney of the County of Los Angeles.

61. As a result of Defendants' actions and omissions, Plaintiff has suffered damage to her credit, loss of employability, and loss of reputation, in a value subject to proof, but in excess of \$10,000.

SIXTH CAUSE OF ACTION: INJUNCTIVE RELIEF

[By MERAZ Against PORTFOLIO, COLLECTION ATTORNEYS, and Does 1-10, inclusive]

62. Plaintiff reincorporates and realleges the allegations stated above at Paragraphs 1-61 above herein, as though fully re-stated at this place.

63. Plaintiff is informed and believes, and based thereon alleges, that Defendants' continuing violations, have damaged and continue to damage her credit, reputation, employability, and income, and place her and her family at great financial risk. She faces dire economic, familial, and future professional consequences if this abuse does not stop immediately. Her losses to reputation, family, credit, and employability, given her age of over 50, cannot be compensated monetarily. Such damage to her credit, and personal and professional reputations would be irreparable; she could be denied employment or advancement in employment, thus putting her family further at risk.

64. If Plaintiff suffers the consequences outlined above, which are the likely end result of Defendants' discriminatory and unfair conduct, Plaintiff will suffer irreparable harm. There is no adequate legal remedy for this loss of reputation and employability, as the economy continues to stagger and sputter.

65. Given the mandatory duties that PORTFOLIO succeeded to, as GE CAPITAL's successor in interest, and the duties placed upon COLLECTION ATTORNEYS by 15 USC Sec. 1692, as alleged herein, and the state and federal judiciary's recognition of disparate impact and disparate treatment discrimination under ECOA, as well as California's strong policies against abusive collection, Plaintiff has a high probability of success at trial on the merits of her civil rights claim. See, for example, *Ramirez v. Greenpoint Mortgage Funding, Inc.*, 633 Fed.Supp.2d 922, 926-928 (N.Dist. Cal., 2008) [actionable disparate impact discrimination pursuant to the Equal Credit Opportunity Act, based on authority established under the Federal Housing Act].

66. Based on the foregoing, the Court should enjoin all Defendants, both named and fictitious, from recovering the amount demanded in the underlying State Court Complaint, and from continuing any and all conduct in violation of the ECOA and the FDCPA.

SEVENTH CAUSE OF ACTION: DECLARATORY RELIEF

[By MERAZ Against PORTFOLIO, COLLECTION ATTORNEYS, and Does 1-10, inclusive]

67. Plaintiffs reincorporate and reallege the allegations stated above at Paragraphs 1-66 above herein, as though fully re-stated at this place.

68. Plaintiff is informed and believes, and based thereon alleges, that an actual controversy has arisen with regard to 1) PORTFOLIO's entitlement to funds, sought in a way that offends the federal laws in favor of consumer protection and against discrimination; and 2) whether PORTFOLIO and COLLECTION ATTORNEYS have acted in a way the offends the ECOA, among other laws, thus

entitling Plaintiff to an injunction (e.g., rescission of the alleged agreement); and 3) whether PORTFOLIO and COLLECTION ATTORNEYS have engaged in and facilitated this violative conduct, thus offending the FDCPA and the California law against unfair competition. *Jerman v. Carlisle, McNellie, Rini, Kramer & Ulrich LPA*, 130 S.Ct. 1605 (2010); *People v. Persolve, LLC* (2013) 218 Cal.App.4th 1267 [subheading “3” under “Discussion”; liability for collection agency’s federal law violation].

69. WHEREFORE, the Court should settle these controversies, and issue declaratory relief.

DAMAGES PRAYER:

WHEREFORE, PLAINTIFF MERAZ seeks damages herein as follows

ON THE FIRST CAUSE OF ACTION

1. Actual damages according to proof, but in excess of \$10,000, including for emotional distress;
2. Injunctive, declaratory, and other equitable relief, including rescission;
3. Reasonable attorney’s fees;
4. Punitive Damages;
5. Damages for Physical Injuries, based on Defendants’ Conduct;
6. Such other and further relief as the Court deems just and proper;

ON THE SECOND CAUSE OF ACTION

1. Actual damages according to proof, but in excess of \$10,000, including for emotional distress;

2. Injunctive, declaratory, and other equitable relief, including rescission;
3. Reasonable attorney's fees;
4. Punitive Damages;
5. Damages for Physical Injuries, based on Defendants' Conduct;
6. Such other and further relief as the Court deems just and proper;

ON THE THIRD CAUSE OF ACTION

1. Actual damages according to proof, but in excess of \$10,000, including for emotional distress;
2. Injunctive, declaratory, and other equitable relief, including rescission;
3. Reasonable attorney's fees;
4. Punitive Damages;
5. Damages for Physical Injuries, based on Defendants' Conduct;
6. Such other and further relief as the Court deems just and proper;

ON THE FOURTH CAUSE OF ACTION:

1. Actual damages, according to proof, but in excess of \$10,000;
2. Reasonable attorney's fees;
3. For such other and further relief as the Court deems just and proper;

ON THE FIFTH CAUSE OF ACTION:

1. Injunctive, declaratory, and other equitable relief;
2. Reasonable attorney's fees;
3. Statutory Penalties;
4. For such other and further relief as the Court deems just and proper;

ON THE SIXTH CAUSE OF ACTION:

1. An injunction, and/or other equitable relief, including rescission;

1 2. Reasonable attorney's fees;

2 3. Such other and further relief as the Court deems just and proper;

3
4 **ON THE SEVENTH CAUSE OF ACTION:**

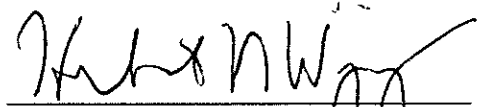
5 1. For declaratory relief;

6 2. For such other and further relief as the Court deems just and proper;

7
8 DATED: January 31, 2014

9 Respectfully submitted,

10 HERBERT WIGGINS, APLC

11 

12 HERBERT N. WIGGINS

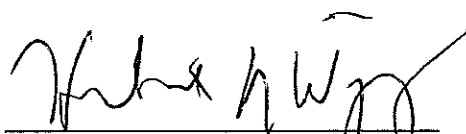
13 Attorneys for Plaintiff

14
15 **DEMAND FOR JURY TRIAL**

16
17 PLAINTIFF, M. MERAZ, HEREBY DEMANDS, A TRIAL BY JURY ON ALL CLAIMS FOR
18 RELIEF HEREIN STATED, AND ON ALL CLAIMS THAT MAY BE STATED IN ANY AND
19 ALL AMENDED COMPLAINTS FILED HEREIN.

20 Dated: January 31, 2014

HERBERT WIGGINS, APLC

21
22
23 By: 

24 HERBERT N. WIGGINS

25 Attorneys for Plaintiff

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AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Central District of California

M. MERAZ

Plaintiff(s)

v.

PORTFOLIO RECOVERY ASSOCIATES, LLC;
LEGAL RECOVERY LAW OFFICES, INC., and
DOES 1 through 10, inclusive

Defendant(s)

Civil Action No. CV 14-768-ODW (PJW)

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Herbert N. Wiggins / HERBERT WIGGINS, APLC / 5220 Clark Ave., Suite 347C / Lakewood, CA 90712 / 310.779.8847

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Date:

1-31-14

CLERK OF COURT

Rhonda Marshall

Signature of Clerk or Deputy Clerk



1184

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NOTICE OF ASSIGNMENT TO UNITED STATES JUDGES

This case has been assigned to District Judge Otis D. Wright II and the assigned Magistrate Judge is Patrick J. Walsh.

The case number on all documents filed with the Court should read as follows:

CV14-768_ODW(PJWx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge.

Clerk, U. S. District Court

January 31, 2014

Date

By Rhonda Marshall

Deputy Clerk

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:



Western Division
312 N. Spring Street, G-8
Los Angeles, CA 90012



Southern Division
411 West Fourth St., Ste 1053
Santa Ana, CA 92701



Eastern Division
3470 Twelfth Street, Room 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

I. (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) M. MERAZ	DEFENDANTS (Check box if you are representing yourself <input type="checkbox"/>) PORTFOLIO RECOVERY ASSOCIATES, LLC; LEGAL RECOVERY LAW OFFICES, INC.; AND DOES 1 through 10, inclusive
(b) County of Residence of First Listed Plaintiff <u>Los Angeles</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i>	County of Residence of First Listed Defendant _____ <i>(IN U.S. PLAINTIFF CASES ONLY)</i>
(c) Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information. HERBERT WIGGINS, APLC / Herbert N. Wiggins / 5220 Clark Ave., Suite 347C / Lakewood, CA 90712 / 310.779.8847	Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.

II. BASIS OF JURISDICTION (Place an X in one box only.)

- ☐ 1. U.S. Government Plaintiff ☒ 3. Federal Question (U.S. Government Not a Party)
☐ 2. U.S. Government Defendant ☐ 4. Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES-For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant)

- | | | | | | |
|---|---|---|---|--------------------------------|--------------------------------|
| Citizen of This State | PTF <input checked="" type="checkbox"/> 1 | DEF <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State | PTF <input type="checkbox"/> 4 | DEF <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. ORIGIN (Place an X in one box only.)

- ☒ 1. Original Proceeding ☐ 2. Removed from State Court ☐ 3. Remanded from Appellate Court ☐ 4. Reinstated or Reopened ☐ 5. Transferred from Another District (Specify) _____ ☐ 6. Multi-District Litigation

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check "Yes" only if demanded in complaint.)

CLASS ACTION under F.R.Cv.P. 23: ☐ Yes ☒ No **MONEY DEMANDED IN COMPLAINT:** \$ Over \$10,000

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

15 USC Sec. 1691-1692; 42 USC Sec. 1981-1982

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	Habeas Corpus:	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property	TORTS	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 140 Negotiable Instrument	TORTS	PERSONAL PROPERTY	<input type="checkbox"/> 530 General	SOCIAL SECURITY
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	PERSONAL INJURY	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 371 Truth in Lending	Other:	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 330 Fed. Employers' Liability	BANKRUPTCY	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 865 RSI (405 (g))
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 162 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	FEDERAL TAX SUITS
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	FORFEITURE/PENALTY	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 891 Agricultural Acts	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 350 Motor Vehicle	CIVIL RIGHTS	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input checked="" type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	
<input type="checkbox"/> 895 Freedom of Info. Act	REAL PROPERTY	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 441 Voting	LABOR	
<input type="checkbox"/> 896 Arbitration	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 710 Fair Labor Standards Act	
<input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
<input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 445 American with Disabilities-Employment	<input type="checkbox"/> 740 Railway Labor Act	
		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 446 American with Disabilities-Other	<input type="checkbox"/> 751 Family and Medical Leave Act	
		<input type="checkbox"/> 369 Personal Injury Product Liability	<input type="checkbox"/> 448 Education	<input type="checkbox"/> 790 Other Labor Litigation	
				<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	

FOR OFFICE USE ONLY:

Case Number:

11/14/14

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will most likely be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

Question A: Was this case removed from state court? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," go to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	STATE CASE WAS PENDING IN THE COUNTY OF:		INITIAL DIVISION IN CACD IS:
	<input type="checkbox"/> Los Angeles		Western
	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo		Western
	<input type="checkbox"/> Orange		Southern
	<input type="checkbox"/> Riverside or San Bernardino		Eastern

Question B: Is the United States, or one of its agencies or employees, a party to this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," go to Question C. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	If the United States, or one of its agencies or employees, is a party, is it:		INITIAL DIVISION IN CACD IS:
	A PLAINTIFF? Then check the box below for the county in which the majority of DEFENDANTS reside.	A DEFENDANT? Then check the box below for the county in which the majority of PLAINTIFFS reside.	
	<input type="checkbox"/> Los Angeles	<input type="checkbox"/> Los Angeles	Western
	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	Western
	<input type="checkbox"/> Orange	<input type="checkbox"/> Orange	Southern
	<input type="checkbox"/> Riverside or San Bernardino	<input type="checkbox"/> Riverside or San Bernardino	Eastern
	<input type="checkbox"/> Other	<input type="checkbox"/> Other	Western

Question C: Location of plaintiffs, defendants, and claims? (Make only one selection per row)	A. Los Angeles County	B. Ventura, Santa Barbara, or San Luis Obispo Counties	C. Orange County	D. Riverside or San Bernardino Counties	E. Outside the Central District of California	F. Other
Indicate the location in which a majority of plaintiffs reside:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate the location in which a majority of defendants reside:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Indicate the location in which a majority of claims arose:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

C.1. Is either of the following true? If so, check the one that applies:

- ☐ 2 or more answers in Column C
- ☐ only 1 answer in Column C and no answers in Column D

Your case will initially be assigned to the
SOUTHERN DIVISION.
Enter "Southern" in response to Question D, below.

If none applies, answer question C2 to the right. →

C.2. Is either of the following true? If so, check the one that applies:

- ☐ 2 or more answers in Column D
- ☐ only 1 answer in Column D and no answers in Column C

Your case will initially be assigned to the
EASTERN DIVISION.
Enter "Eastern" in response to Question D, below.

If none applies, go to the box below. ↓

Your case will initially be assigned to the
WESTERN DIVISION.
Enter "Western" in response to Question D below.

Question D: Initial Division?	INITIAL DIVISION IN CACD
Enter the initial division determined by Question A, B, or C above: →	Western

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

IX(a). IDENTICAL CASES: Has this action been previously filed **in this court** and dismissed, remanded or closed? ☒ NO ☐ YES

If yes, list case number(s): _____

IX(b). RELATED CASES: Have any cases been previously filed **in this court** that are related to the present case? ☒ NO ☐ YES

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

(Check all boxes that apply)

- ☐ A. Arise from the same or closely related transactions, happenings, or events; or
- ☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
- ☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

X. SIGNATURE OF ATTORNEY

(OR SELF-REPRESENTED LITIGANT): _____

DATE: January 31, 2014

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))